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D209073230

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Argonne Henderson

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RATIFICATION OF OIL AND GAS LEASES AND STIPULATION OF INTERESTS

THE STATE OF TEXAS)(

THE COUNTY OF TARRANT)(

Whereas, Reference is hereby made to those certain Oil, Gas and Mineral Leases described in Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Leases"), executed to various Lessees as provided in Exhibit "A"; and,

Whereas, the above described Oil, Gas and Mineral Leases cover the lands as shown in Exhibit "A" attached hereto and made a part hereof for all purposes, (hereinafter referred to as the "Lands"); and,

Whereas, it is the desire of the undersigned parties hereto to ADOPT, RATIFY, AND CONFIRM said Leases; and,

Whereas, it is also the desire of the undersigned parties to stipulate and agree as to the interest owned by each in and to the non-participating royalty interests covering the Lands described in Exhibit "A", which interests are set forth in Exhibit "B" attached hereto and made a part hereof for all purposes;

Now, therefore, in consideration of the premises aforesaid and other good and valuable consideration received by the undersigned, the receipt and sufficiency of which is hereby acknowledged, the undersigned has RATIFIED, ADOPTED and CONFIRMED and by these presents does hereby RATIFY, ADOPT and CONFIRM said Leases and all of the terms and provisions of such Leases, as amended, and does hereby grant, lease and let the above described lands and premises unto CHESAPEAKE EXPLORATION, LLC, subject to and in accordance with all of the terms and provisions of said Leases, as amended, as fully and completely as if the undersigned had originally been named as a Lessor therein, and had joined as a Lessor in the execution of same.

And the undersigned does hereby agree and declare that said Leases, as amended, in all of their terms and provisions are binding on him/her, and are valid and subsisting oil and gas leases.

Now, therefore, in order to effectuate the intentions of the undersigned which are expressed in the terms and provisions of this instrument, and all Exhibits attached hereto and made a part hereof, each of the undersigned does hereby grant, assign and convey to each other the undivided interest set forth opposite of each party's name as shown on Exhibit "B" to the extent necessary and with the end effect that all of the undivided interest in the non-participating royalty interests in and to the Lands above described shall be vested in and owned by the respective parties in the proportions set forth in Exhibit "B" attached hereto.

This instrument shall be binding upon and shall inure to the benefit of the undersigned, their respective heirs or successors and assigns.

D209073230

This instrument shall be binding upon each party executing same, regardless of whether or not this instrument or a counterpart hereof is executed by all parties named herein.

For convenience, this instrument may be executed in multiple counterparts, all of which shall be construed together as one original instrument and each of the undersigned agrees that their respective signature pages and acknowledgments may be removed from their respective counterpart and attached to the body of one counterpart for recording purposes.

IN WITNESS WHEREOF, this instrument is executed by each of the undersigned on the respective dates set opposite their names below but shall be effective as of the date of the Leases described in Exhibit "A".

September 24, 2008
Date

James Bardin Hill
James Bardin Hill

Date

Carol Bardin Hall

Date

Richard Lynn Bardin

Date

Kim L. Meier

Date

Deborah Lynn Rayfield

Date

Patricia Ann Maibach

Date

Mary Elizabeth Cross, formerly known as
Mary Elizabeth Free

Date

Carl Edward Yarbrough

Date

Jimmy Johnson Waller

Date

Jana Waller Patton

Date

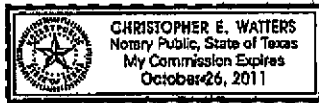
Billy Joe Bardin

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF TARRANT)

This instrument was acknowledged before me on the 24 day of September, 2008, by
Janie Bardin Hill.



Signature of Notary Christopher Watters
Notary Public, State of: TEXAS
Notary's Name (printed): CHRISTOPHER WATTERS
Notary's Commission Expires: October 26, 2011

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Carol Bardin Hall.

Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

ACKNOWLEDGMENT

STATE OF MICHIGAN)

COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Richard Lynn Bardin.

Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Kim L. Meier.

Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

This instrument shall be binding upon each party executing same, regardless of whether or not this instrument or a counterpart hereof is executed by all parties named herein.

For convenience, this instrument may be executed in multiple counterparts, all of which shall be construed together as one original instrument and each of the undersigned agrees that their respective signature pages and acknowledgments may be removed from their respective counterpart and attached to the body of one counterpart for recording purposes.

IN WITNESS WHEREOF, this instrument is executed by each of the undersigned on the respective dates set opposite their names below but shall be effective as of the date of the Leases described in Exhibit "A".

Date

Janie Bardin Hill

Date

Carol Bardin Hall

10/11/2008
Date

Richard Lynn Bardin
Richard Lynn Bardin

Date

Kim L. Meier

Date

Deborah Lynn Rayfield

Date

Patricia Ann Maibach

Date

Mary Elizabeth Cross, formerly known as
Mary Elizabeth Free

Date

Carl Edward Yarbrough

Date

Jimmy Johnson Waller

Date

Jana Waller Patton

Date

Billy Joe Bardin

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Janie Bardin Hill.

Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Carol Bardin Hall.

Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

ACKNOWLEDGMENT

STATE OF MICHIGAN)(

COUNTY OF Berrien)(

This instrument was acknowledged before me on the 1 day of October, 2008, by
Richard Lynn Bardin.

JOYCE A. BAILEY
NOTARY PUBLIC, STATE OF MI
COUNTY OF BERRIEN
MY COMMISSION EXPIRES May 25, 2015
TING IN COUNTY OF

Signature of Notary Joyce A. Bailey
Notary Public, State of: Michigan
Notary's Name (printed): Joyce A. Bailey
Notary's Commission Expires: 5/25/2015

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Kim L. Meier.

Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

This instrument shall be binding upon each party executing same, regardless of whether or not this instrument or a counterpart hereof is executed by all parties named herein.

For convenience, this instrument may be executed in multiple counterparts, all of which shall be construed together as one original instrument and each of the undersigned agrees that their respective signature pages and acknowledgments may be removed from their respective counterpart and attached to the body of one counterpart for recording purposes.

IN WITNESS WHEREOF, this instrument is executed by each of the undersigned on the respective dates set opposite their names below but shall be effective as of the date of the Leases described in Exhibit "A".

Date _____ Janie Bardin Hill _____

Date _____ Carol Bardin Hall _____

Date _____ Richard Lynn Bardin _____

10-11-08
Date _____ Kim L. Meier
Kim L. Meier _____

Date _____ Deborah Lynn Rayfield _____

Date _____ Patricia Ann Maibach _____

Date _____ Mary Elizabeth Cross, formerly known as
Mary Elizabeth Free _____

Date _____ Carl Edward Yarbrough _____

Date _____ Jimmy Johnson Waller _____

Date _____ Jana Waller Patton _____

Date _____ Billy Joe Bardin _____

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Janie Bardin Hill.

Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Carol Bardin Hall.

Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

ACKNOWLEDGMENT

STATE OF MICHIGAN)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Richard Lynn Bardin.

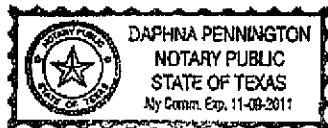
Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF Johnson)(

This instrument was acknowledged before me on the 21st day of October, 2008, by
Kim L. Meier.



Signature of Notary Daphna Pennington
Notary Public, State of: Texas
Notary's Name (printed): Daphna Pennington
Notary's Commission Expires: 11-09-2011

This instrument shall be binding upon each party executing same, regardless of whether or not this instrument or a counterpart hereof is executed by all parties named herein.

For convenience, this instrument may be executed in multiple counterparts, all of which shall be construed together as one original instrument and each of the undersigned agrees that their respective signature pages and acknowledgments may be removed from their respective counterpart and attached to the body of one counterpart for recording purposes.

IN WITNESS WHEREOF, this instrument is executed by each of the undersigned on the respective dates set opposite their names below but shall be effective as of the date of the Leases described in Exhibit "A".

Date

Janie Bardin Hill

Date

Carol Bardin Hall

Date

Richard Lynn Bardin

Date

Kim L. Meier

Date

Deborah Lynn Rayfield

Date

10/29/08

Patricia Ann Maibach

Patricia Ann Maibach

Date

Mary Elizabeth Cross, formerly known as
Mary Elizabeth Free

Date

Carl Edward Yarbrough

Date

Jimmy Johnson Waller

Date

Jana Waller Patton

Date

Billy Joe Bardin

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Deborah Lynn Rayfield.

Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF Tarrant)(

This instrument was acknowledged before me on the 29 day of October, 2008, by
Patricia Ann Maibach.



Signature of Notary Kathi Frawley
Notary Public, State of: Texas
Notary's Name (printed): KATHI FRAWLEY
Notary's Commission Expires: 4-4-12

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Mary Elizabeth Cross.

Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

ACKNOWLEDGMENT

STATE OF COLORADO)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Carl Edward Yarbrough.

Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

This instrument shall be binding upon each party executing same, regardless of whether or not this instrument or a counterpart hereof is executed by all parties named herein.

For convenience, this instrument may be executed in multiple counterparts, all of which shall be construed together as one original instrument and each of the undersigned agrees that their respective signature pages and acknowledgments may be removed from their respective counterpart and attached to the body of one counterpart for recording purposes.

IN WITNESS WHEREOF, this instrument is executed by each of the undersigned on the respective dates set opposite their names below but shall be effective as of the date of the Leases described in Exhibit "A".

Date

Janie Bardin Hill

9-30-08

Date

Carol Bardin Hill

Carol Bardin Hill

Date

Richard Lynn Bardin

Date

Kim L. Meier

Date

Deborah Lynn Rayfield

Date

Patricia Ann Maibach

Date

Mary Elizabeth Cross, formerly known as
Mary Elizabeth Free

Date

Carl Edward Yarbrough

Date

Jimmy Johnson Waller

Date

Jana Waller Patton

Date

Billy Joe Bardin

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Janie Bardin Hill.

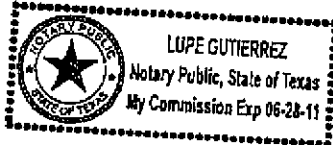
Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF Texas)(

This instrument was acknowledged before me on the 30th day of September, 2008, by
Carol Bardin Hall.



Signature of Notary Lupe Gutierrez
Notary Public, State of: Texas
Notary's Name (printed): Lupe Gutierrez
Notary's Commission Expires: 10/28/11

ACKNOWLEDGMENT

STATE OF MICHIGAN)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Richard Lynn Bardin.

Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Kim L. Meier.

Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

Date

Gregory F. Bardin, Trustee
Of the Testamentary Trust created under the will of
Frankie L. Bardin, Deceased, for the benefit of
Tanner Joseph Bardin

Date

Carol Ann Hester

Date

Douglas B. Crosswell

10-16-2008
Date

Jana Waller Patton agent and attorney-in-fact
Jack Waller Jr., by his agent and attorney-in-fact, Jack Waller Jr.
Jana Waller Patton

10-16-2008
Date

Jana Patton, Trustee
Jana Patton, Trustee
Of the Testamentary Trust created under the will of
Frankie L. Bardin, Deceased, for the benefit of
Matthew Patton

Date

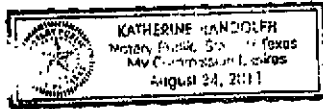
Ruby Linda Jehs, Trustee
Of the Testamentary Trust created under the will of
Frankie L. Bardin, Deceased, for the benefit of
Jimmy Jay Waller

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF Tarrant)

This instrument was acknowledged before me on the 11th day of October, 2008, by
Jana Waller Patton.



Signature of Notary Katherine Randolph
Notary Public, State of: Texas
Notary's Name (printed): Katherine Randolph
Notary's Commission Expires: 8/24/11

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF TARRANT)

This instrument was acknowledged before me on the 11th day of October, 2008, by
Jana Patton, as Trustee of the Testamentary Trust created under the will of Frankie L. Bardin,
Deceased, of Tarrant County, Texas, for the benefit of Matthew Patton, on behalf of said trust.



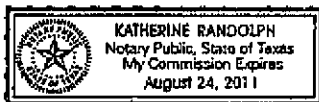
Signature of Notary Katherine Randolph
Notary Public, State of: Texas
Notary's Name (printed): Katherine Randolph
Notary's Commission Expires: 8/24/11

ACKNOWLEDGMENT

STATE OF TEXAS)

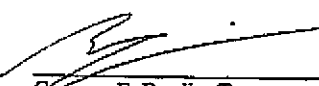
COUNTY OF Texas)

This instrument was acknowledged before me on the 11th day of October, 2008, by
Jana Waller Patton, as agent and attorney-in-fact for Jack Waller, Jr.



Signature of Notary Katherine Randolph
Notary Public, State of: Texas
Notary's Name (printed): Katherine Randolph
Notary's Commission Expires: 8/24/11

10-28-08
Date



Gregory F. Bardin, Trustee
Of the Testamentary Trust created under the will of
Frankie L. Bardin, Deceased, for the benefit of
Tanner Joseph Bardin

Date

Carol Ann Hester

Date

Douglas B. Crosswell

Date

Jack Waller Jr., by his agent and attorney-in-fact,
Jana Waller Patton

Date

Jana Patton, Trustee
Of the Testamentary Trust created under the will of
Frankie L. Bardin, Deceased, for the benefit of
Matthew Patton

Date

Ruby Linda Jehs, Trustee
Of the Testamentary Trust created under the will of
Frankie L. Bardin, Deceased, for the benefit of
Jimmy Jay Waller

ACKNOWLEDGMENT

STATE OF COLORADO)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Billy Joe Bardin.

Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

ACKNOWLEDGMENT

STATE OF COLORADO)(

COUNTY OF Summit)(

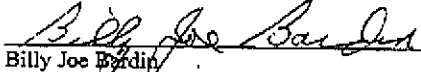
This instrument was acknowledged before me on the 28 day of October, 2008, by
Gregory F. Bardin, as Trustee of the Testamentary Trust created under the will of Frankie L.
Bardin, Deceased, of Tarrant County, Texas, for the benefit of Tanner Joseph Bardin, on behalf
of said trust.

Signature of Notary Melissa Burns
Notary Public, State of: Colorado
Notary's Name (printed): Melissa Burns
Notary's Commission Expires: 3/05/2012

This instrument shall be binding upon each party executing same, regardless of whether or not this instrument or a counterpart hereof is executed by all parties named herein.

For convenience, this instrument may be executed in multiple counterparts, all of which shall be construed together as one original instrument and each of the undersigned agrees that their respective signature pages and acknowledgments may be removed from their respective counterpart and attached to the body of one counterpart for recording purposes.

IN WITNESS WHEREOF, this instrument is executed by each of the undersigned on the respective dates set opposite their names below but shall be effective as of the date of the Leases described in Exhibit "A".

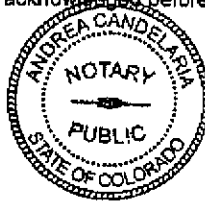
Date	Janie Bardin Hill
Date	Carol Bardin Hall
Date	Richard Lynn Bardin
Date	Kim L. Meier
Date	Deborah Lynn Rayfield
Date	Patricia Ann Maibach
Date	Mary Elizabeth Cross, formerly known as Mary Elizabeth Free
Date	Carl Edward Yarbrough
Date	Jimmy Johnson Waller
Date	Jana Waller Patton
Date	 Billy Joe Bardin

ACKNOWLEDGMENT

STATE OF COLORADO)(

COUNTY OF La Plata)(

This instrument was acknowledged before me on the 22nd day of October, 2008, by
Billy Joe Bardin.



Signature of Notary Andrea Candalaria
Notary Public, State of: Colorado
Notary's Name (printed): Andrea Candalaria
Notary's Commission Expires: 1/5/2011

ACKNOWLEDGMENT

STATE OF COLORADO)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Gregory F. Bardin, as Trustee of the Testamentary Trust created under the will of Frankie L.
Bardin, Deceased, of Tarrant County, Texas, for the benefit of Tanner Joseph Bardin, on behalf
of said trust.

Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

This instrument shall be binding upon each party executing same, regardless of whether or not this instrument or a counterpart hereof is executed by all parties named herein.

For convenience, this instrument may be executed in multiple counterparts, all of which shall be construed together as one original instrument and each of the undersigned agrees that their respective signature pages and acknowledgments may be removed from their respective counterpart and attached to the body of one counterpart for recording purposes.

IN WITNESS WHEREOF, this instrument is executed by each of the undersigned on the respective dates set opposite their names below but shall be effective as of the date of the Leases described in Exhibit "A".

Date

Janie Bardin Hill

Date

Carol Bardin Hall

Date

Richard Lynn Bardin

Date

Kim L. Meier

Date

Deborah Lynn Rayfield

Date

Patricia Ann Maibach

Date

Mary Elizabeth Cross, formerly known as
Mary Elizabeth Free

Date

Carl Edward Yarbrough

Date

Jimmy Johnson Waller

Date

Jana Waller Patton
Jana Waller Patton

Date

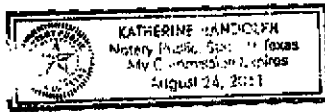
Billy Joe Bardin

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF Tarrant)(

This instrument was acknowledged before me on the 11th day of October, 2008, by
Jana Waller Patton.



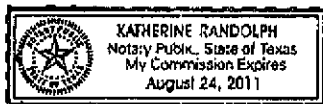
Signature of Notary Katherine Randolph
Notary Public, State of: TEXAS
Notary's Name (printed): Katherine Randolph
Notary's Commission Expires: 8/24/11

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF Tarrant)(

This instrument was acknowledged before me on the 11th day of October, 2008, by
Jana Patton, as Trustee of the Testamentary Trust created under the will of Frankie L. Bardin,
Deceased, of Tarrant County, Texas, for the benefit of Matthew Patton, on behalf of said trust.



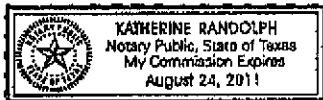
Signature of Notary Katherine Randolph
Notary Public, State of: TEXAS
Notary's Name (printed): Katherine Randolph
Notary's Commission Expires: 8/24/11

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF Texas)(

This instrument was acknowledged before me on the 11th day of October, 2008, by
Jana Waller Patton, as agent and attorney-in-fact for Jack Waller, Jr.



Signature of Notary Katherine Randolph
Notary Public, State of: TEXAS
Notary's Name (printed): Katherine Randolph
Notary's Commission Expires: 8/24/11

This instrument shall be binding upon each party executing same, regardless of whether or not this instrument or a counterpart hereof is executed by all parties named herein.

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IN WITNESS WHEREOF, this instrument is executed by each of the undersigned on the respective dates set opposite their names below but shall be effective as of the date of the Leases described in Exhibit "A".

Date	Janie Bardin Hill
Date	Carol Bardin Hall
Date	Richard Lynn Bardin
Date	Kim L. Meier
Date	Deborah Lynn Rayfield
Date	Patricia Ann Maibach
Date	Mary Elizabeth Cross, formerly known as Mary Elizabeth Free
Date	Carl Edward Yarbrough
11-8-08	Jimmie Johnson Waller J.S.W.
Date	Jimmie Johnson Waller J.S.W.
Date	Jana Waller Patton
Date	Billy Joe Bardin

ACKNOWLEDGMENT

STATE OF OKLAHOMA)(

COUNTY OF Adair)(

This instrument was acknowledged before me on the 8th day of November, 2008, by Jimmie Johnson Waller.



Signature of Notary Brigitte Rame
 Notary Public, State of: Oklahoma
 Notary's Name (printed): Brigitte Rame
 Notary's Commission Expires: August 31, 2010

ACKNOWLEDGMENT

STATE OF OKLAHOMA)(

COUNTY OF Adair)(

This instrument was acknowledged before me on the 8th day of November, 2008, by Ruby Linda Jehs, as Trustee of the Testamentary Trust created under the will of Frankie L. Bardin, Deceased, of Tarrant County, Texas, for the benefit of Jimmie Jay Waller, on behalf of said trust.



Signature of Notary Brigitte Rame
 Notary Public, State of: Oklahoma
 Notary's Name (printed): Brigitte Rame
 Notary's Commission Expires: August 31, 2010

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by Carol Ann Hester.

Signature of Notary _____
 Notary Public, State of: _____
 Notary's Name (printed): _____
 Notary's Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by Douglas B. Crosswell.

Signature of Notary _____
 Notary Public, State of: _____
 Notary's Name (printed): _____
 Notary's Commission Expires: _____

This instrument shall be binding upon each party executing same, regardless of whether or not this instrument or a counterpart hereof is executed by all parties named herein.

For convenience, this instrument may be executed in multiple counterparts, all of which shall be construed together as one original instrument and each of the undersigned agrees that their respective signature pages and acknowledgments may be removed from their respective counterpart and attached to the body of one counterpart for recording purposes.

IN WITNESS WHEREOF, this instrument is executed by each of the undersigned on the respective dates set opposite their names below but shall be effective as of the date of the Leases described in Exhibit "A".

Date

Janie Bardin Hill

Date

Carol Bardin Hall

Date

Richard Lynn Bardin

Date

Kim L. Meier

Date

Deborah Lynn Rayfield

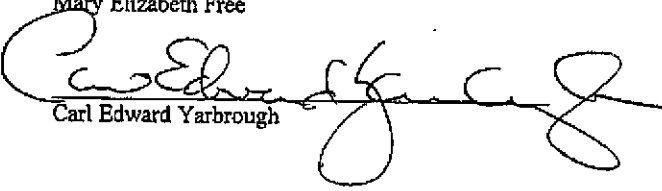
Date

Patricia Ann Maibach

Date

Mary Elizabeth Cross, formerly known as
Mary Elizabeth Free

Nov 3, 2008
Date



Carl Edward Yarbrough

Date

Jimmy Johnson Waller

Date

Jana Waller Patton

Date

Billy Joe Bardin

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Deborah Lynn Rayfield.

Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Patricia Ann Maibach.

Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Mary Elizabeth Cross.

Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

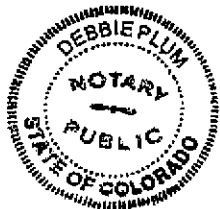
ACKNOWLEDGMENT

STATE OF COLORADO)(

COUNTY OF Grand)(

This instrument was acknowledged before me on the 3rd day of November, 2008, by
Carl Edward Yarbrough.

Signature of Notary Debbie Plum
Notary Public, State of: Colorado
Notary's Name (printed): Debbie Plum
Notary's Commission Expires: 10/11/2011



This instrument shall be binding upon each party executing same, regardless of whether or not this instrument or a counterpart hereof is executed by all parties named herein.

For convenience, this instrument may be executed in multiple counterparts, all of which shall be construed together as one original instrument and each of the undersigned agrees that their respective signature pages and acknowledgments may be removed from their respective counterpart and attached to the body of one counterpart for recording purposes.

IN WITNESS WHEREOF, this instrument is executed by each of the undersigned on the respective dates set opposite their names below but shall be effective as of the date of the Leases described in Exhibit "A".

Date

Janie Bardin Hill

Date

Carol Bardin Hall

Date

Richard Lynn Bardin

Date

Kim L. Meier

Date

Deborah Lynn Rayfield

Date

Patricia Ann Maibach

Oct 29, 2008
Date

Mary Elizabeth Cross

Mary Elizabeth Cross, formerly known as
Mary Elizabeth Free

Date

Carl Edward Yarbrough

Date

Jimmy Johnson Waller

Date

Jana Waller Patton

Date

Billy Joe Bardin

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Deborah Lynn Rayfield.

Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Patricia Ann Maibach.

Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF Tarrant)(

This instrument was acknowledged before me on the 29 day of October, 2008, by
Mary Elizabeth Cross.



Signature of Notary Kathi Frawley
Notary Public, State of: Texas
Notary's Name (printed): KATHI FRAWLEY
Notary's Commission Expires: 4-4-12

ACKNOWLEDGMENT

STATE OF COLORADO)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Carl Edward Yarbrough.

Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

Date

Gregory F. Bardin, Trustee
Of the Testamentary Trust created under the will of
Frankie L. Bardin, Deceased, for the benefit of
Tanner Joseph Bardin

Date

Carol Ann Hester

Date

Douglas B. Crosswell

Date

Jack Waller Jr., by his agent and attorney-in-fact,
Jana Waller Patton

Date

Jana Patton, Trustee
Of the Testamentary Trust created under the will of
Frankie L. Bardin, Deceased, for the benefit of
Matthew Patton

Nov 8th 08
Date

Ruby Linda Jehs

Ruby Linda Jehs, Trustee
Of the Testamentary Trust created under the will of
Frankie L. Bardin, Deceased, for the benefit of
Jimmie Jay Waller

ACKNOWLEDGMENT

STATE OF OKLAHOMA)(

COUNTY OF Adair)(

This instrument was acknowledged before me on the 8th day of November 2008, by
Jimmie Johnson Waller.



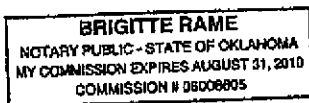
Signature of Notary Brigitte Rame
Notary Public, State of: Oklahoma
Notary's Name (printed): Brigitte Rame
Notary's Commission Expires: August 31, 2010

ACKNOWLEDGMENT

STATE OF OKLAHOMA)(

COUNTY OF Adair)(

This instrument was acknowledged before me on the 8th day of November 2008, by
Ruby Linda Jehs, as Trustee of the Testamentary Trust created under the will of Frankie L.
Bardin, Deceased, of Tarrant County, Texas, for the benefit of Jimmie Jay Waller, on behalf of
said trust.



Signature of Notary Brigitte Rame
Notary Public, State of: Oklahoma
Notary's Name (printed): Brigitte Rame
Notary's Commission Expires: August 31, 2010

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Carol Ann Hester.

Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF _____)(

This instrument was acknowledged before me on the _____ day of _____, 2008, by
Douglas B. Crosswell.

Signature of Notary _____
Notary Public, State of: _____
Notary's Name (printed): _____
Notary's Commission Expires: _____

EXHIBIT "A"

Attached to and made a part of that certain Ratification of Oil and Gas Leases and Stipulation of Interests.

- I. Tract One, being approximately 68.31 acres, more or less, out of the W. D. Lacy Survey, Abstract No. 929, Tarrant County, Texas, conveyed by Warranty Deed to the City of Arlington, as recorded in Volume 3400, page 407, of the Deed Records of Tarrant County, Texas, owned in part by the following Lessors:

1. Lessor: City of Arlington
Lessee: Chesapeake Exploration LLC
Royalty: 27%
Dated: August 20, 2007
Recorded: Tarrant County Clerk's Instrument No. D207324648,
Tarrant County, Texas
2. Lessor: JSCP Partners, LP and AMCLUB Note Partners, Ltd
Lessee: Chesapeake Exploration LLC
Royalty: 25%
Dated: September 17, 2007
Recorded: Tarrant County Clerk's Instrument No. D207341254,
Tarrant County, Texas
3. Lessor: Ahmed Daqrouq
Lessee: Dale Property Services.
Royalty: 25%
Dated: April 22, 2008
Recorded: Tarrant County Clerk's Instrument No. D208189566,
Tarrant County, Texas
4. Lessor: Juan Fernando Salas and Erika Giovanna Salas
Lessee: Four Sevens Energy Co., LLC
Royalty: 25%
Dated: January 16, 2008
Recorded: Tarrant County Clerk's Instrument No. D208087884,
Tarrant County, Texas
5. Lessor: Yvonne Emanuel, single woman
Lessee: Dale Property Services, LLC
Royalty: 25%
Dated: April 22, 2008
Recorded: Tarrant County Clerk's Instrument No. D208160435,
Tarrant County, Texas

- II. Tract Two, being approximately 68 acres, more or less, out of the W. D. Lacy Survey, Abstract No. 929, Tarrant County, Texas, conveyed by Final Judgment to the City of Arlington Condemnation Suit, City of Arlington versus Gwendolyn Lockett, et al, and being recorded as Cause No. 54/488, Instrument NO. 77058, County Court of Law Records of Tarrant County, Texas, owned in part by the following Lessors:

1. Lessor: City of Arlington
Lessee: Chesapeake Exploration LLC
Royalty: 27%
Dated: August 20, 2007
Recorded: Tarrant County Clerk's Instrument No. D207324648,
Tarrant County, Texas
2. Lessor: MC Mineral Company, LLC
Lessee: Chesapeake Exploration LLC
Royalty: 25%
Dated: August 14, 2008
Recorded: Unrecorded

EXHIBIT "B"

Attached to and made a part of that certain Ratification of Oil and Gas Lease and Stipulation of Interests.

Schedule of Non-Participating Royalty Interests

1. Tract One, as described in Exhibit "A", being 68.31 acres

<u>Name of Royalty Owners:</u>	<u>Mailing Address</u>	<u>Interest In Royalty as Non-Participating Royalty Interest</u>
Janie Bardin Hill 1/5 of Lease Royalty	8500 Emerald Hills Way North Richland Hills, TX 76180-5662	.2000000000 of Royalty
Carol Bardin Hall 1/20 of Lease Royalty	701 Center Ave. Brownwood, TX 76801	.0500000000 of Royalty
Richard Lynn Bardin 1/20 of Lease Royalty	1238 Maplewood Dr. Niles, MI 49120	.0500000000 of Royalty
Kim L. Meier 1/100 of Lease Royalty	9600 CR 505 Alvarado, TX 76009-6737	.0100000000 of Royalty
Deborah Lynn Rayfield 1/100 of Lease Royalty	3232 Stout Rd. Midlothian, TX 76065-5775	.0100000000 of Royalty
Patricia Ann Maibach 1/100 of Lease Royalty	6501 Baldwin Acres Ct. Arlington, TX 76001	.0100000000 of Royalty
Mary Elizabeth Cross, formerly known as, Mary Elizabeth Free 1/100 of Lease Royalty	4204 Stamford Ave. Dallas, TX 75225-6931	.0100000000 of Royalty
Carl Edward Yarbrough 1/100 of Lease Royalty	P.O. Box 3760 Winter Park, CO 80482	.0100000000 of Royalty
Jimmie Johnson Waller 1/20 of Lease Royalty	4901 S. 91st East Ave. Tulsa, OK 74145-7236	.0500000000 of Royalty
Jana Waller Patton 9/160 of Lease Royalty	1833 Joyce St. Arlington, TX 76010-2104	.0562500000 of Royalty
Billy Joe Bardin 1/160 of Lease Royalty	P.O. Box 464 Durango, CO 81302-0464	.0062500000 of Royalty
Gregory F. Bardin, as Trustee of the Testamentary Trust created under the will of Frankie L. Bardin, deceased, of Tarrant County, Texas, for the benefit of Tanner Joseph Bardin 1/160 of Lease Royalty	629 Idlewild Dr. Dillon, CO 80435	.0062500000 of Royalty
Carol Ann Hester 1/160 of Lease Royalty	12610 Archwood Ln. Cypress, TX 77429	.0062500000 of Royalty
Douglas B. Crosswell 1/160 of Lease Royalty	16510 Elmwood Point Ln. Sugarland, TX 77478	.0062500000 of Royalty
Jack Waller, Jr. 1/160 of Lease Royalty	c/o Jana Patton 1833 Joyce St. Arlington, TX 76010-2104	.0062500000 of Royalty
Jana Patton, as Trustee of the Testamentary Trust created under the will of Frankie L. Bardin, deceased, of Tarrant County, Texas, for the benefit of Matthew Patton 1/160 of Lease Royalty	1833 Joyce St. Arlington, TX 76010-2104	.0062500000 of Royalty
Ruby Linda Jehs, as Trustee of the Testamentary Trust created under the will of Frankie L. Bardin, deceased, of Tarrant County, Texas, for the benefit of Jimmie Jay Waller 1/160 of Lease Royalty	4901 S. 91st East Ave. Tulsa, OK 74145-7236	.0062500000 of Royalty
Total 1/2 of Lease Royalty		.5000000000 of Royalty

2. Tract Two, as described in Exhibit "A", being 68 acres

<u>Name of Royalty Owners:</u>	<u>Mailing Address</u>	<u>Interest in Royalty as Non-Participating Royalty Interest</u>
Janie Bardin Hill 1/45 of Lease Royalty	8500 Emerald Hills Way North Richland Hills, TX 76180-5662	.0222222222 of Royalty
Carol Bardin Hall 1/180 of Lease Royalty	701 Center Ave. Brownwood, TX 76801	.0055555556 of Royalty
Richard Lynn Bardin 1/180 of Lease Royalty	1238 Maplewood Dr. Niles, MI 49120	.0055555556 of Royalty
Kim L. Meier 1/900 of Lease Royalty	9600 CR 505 Alvarado, TX 76009-6737	.0011111111 of Royalty
Deborah Lynn Rayfield 1/900 of Lease Royalty	3232 Stout Rd. Midlothian, TX 76065-5775	.0011111111 of Royalty
Patricia Ann Maibach 1/900 of Lease Royalty	6501 Baldwin Acres Ct. Arlington, TX 76001	.0011111111 of Royalty
Mary Elizabeth Cross, formerly known as, Mary Elizabeth Free 1/900 of Lease Royalty	4204 Stamford Ave. Dallas, TX 75225-6931	.0011111111 of Royalty
Carl Edward Yarbrough 1/900 of Lease Royalty	P.O. Box 3760 Winter Park, CO 80482	.0011111111 of Royalty
Jimmie Johnson Waller 1/180 of Lease Royalty	4901 S. 91st East Ave. Tulsa, OK 74145-7236	.0055555556 of Royalty
Jana Waller Patton 1/160 of Lease Royalty	1833 Joyce St. Arlington, TX 76010-2104	.0062500000 of Royalty
Billy Joe Bardin 1/1440 of Lease Royalty	P.O. Box 464 Durango, CO 81302-0464	.0006944444 of Royalty
Gregory F. Bardin, as Trustee of the Testamentary Trust created under the will of Frankie L. Bardin, deceased, of Tarrant County, Texas, for the benefit of Tanner Joseph Bardin 1/1440 of Lease Royalty	629 Idlewild Dr. Dillon, CO 80435	.0006944444 of Royalty
Carol Ann Hester 1/1440 of Lease Royalty	12610 Archwood Ln. Cypress, TX 77429	.0006944444 of Royalty
Douglas B. Crosswell 1/1440 of Lease Royalty	16510 Elmwood Point Ln. Sugarland, TX 77478	.0006944444 of Royalty
Jack Waller, Jr. 1/1440 of Lease Royalty	c/o Jana Patton 1833 Joyce St. Arlington, TX 76010-2104	.0006944444 of Royalty
Jana Patton, as Trustee of the Testamentary Trust created under the will of Frankie L. Bardin, deceased, of Tarrant County, Texas, for the benefit of Matthew Patton 1/1440 of Lease Royalty	1833 Joyce St. Arlington, TX 76010-2104	.0006944444 of Royalty
Ruby Linda Jchs, as Trustee of the Testamentary Trust created under the will of Frankie L. Bardin, deceased, of Tarrant County, Texas, for the benefit of Jimmie Jay Waller 1/1440 of Lease Royalty	4901 S. 91st East Ave. Tulsa, OK 74145-7236	.0006944444 of Royalty
Total 1/18 of Lease Royalty		.0555555556 of Royalty

STATUTORY DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

THIS POWER OF ATTORNEY IS NOT AFFECTED BY SUBSEQUENT DISABILITY OR INCAPACITY OF THE PRINCIPAL.

I, JACK WALLER, JR., (hereinafter referred to as "principal"), my address being 111 Hackberry Street, Lancaster, Texas 75146, appoint JANA KAY (WALLER) PATTON, 1833 Joyce Street, Arlington, Texas 76010, as my agent/attorney in fact to act for me in any lawful way with respect to all of the following powers except for a power that I have crossed out below. My Social Security number and that of my Agent will be provided upon request.

TO WITHHOLD A POWER, YOU MUST CROSS OUT EACH POWER WITHHELD.

- A. Real property transactions;
- B. Tangible personal property transactions;
- C. Stock and bond transactions;
- D. Commodity and option transactions;
- E. Banking and other financial institution transactions;
- F. Business operating transactions;
- G. Insurance and annuity transactions;
- H. Estate, trust, and other beneficiary transactions;
- I. Claims and litigation;
- J. Personal and family maintenance;
- K. Benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service;
- L. Retirement plan transactions;
- M. Tax matters.

IF NO POWER LISTED ABOVE IS CROSSED OUT, THIS DOCUMENT SHALL BE CONSTRUED AND INTERPRETED AS A GENERAL POWER OF ATTORNEY AND MY AGENT (ATTORNEY IN FACT) SHALL HAVE THE POWER AND AUTHORITY TO PERFORM OR UNDERTAKE ANY ACTION I COULD PERFORM OR UNDERTAKE IF I WERE PERSONALLY PRESENT.

SPECIAL INSTRUCTIONS:

Special instructions applicable to gifts (initial only one of the following in front of the appropriate sentence to have it apply):

_____ **No Gift-Giving Power.** My agent (attorney in fact) shall not have the power to make gifts.

_____ **Gift-Giving Power Limited to Gift Tax Exclusion.** I grant my agent (attorney in fact) the power to apply my property to make gifts, except that the amount of a gift to an individual may not exceed the amount of annual exclusions allowed from the federal gift tax for the calendar year of the gift.

JW

Broad Gift-Giving Power. My agent (attorney in fact) shall have the power and authority to make gifts out of that portion of my estate that my agent determines is not required for my support during my lifetime to any one or more of the following persons or organizations without the necessity of any court approval or judicial action of any kind if my agent deems the gifts to be in the best interests of my family, for tax savings purposes or otherwise: (i) organizations to which charitable contributions may be made under the Internal Revenue Code and in which my agent reasonably believes that I have an interest; (ii) my spouse, any of my descendants, or any other person related to me by blood or marriage; (iii) any devisee or beneficiary under what my agent reasonably believes is my latest validly executed will or trust named in such will; and (iv) my agent, if my agent is eligible under either category (ii) or (iii) above. In exercising this power and authority, I remind my agent that he or she is acting in a fiduciary capacity.

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT:

Revocable Trusts: I give to my agent/attorney in fact the authority and power to establish a revocable trust or revocable trusts, solely for the benefit of me and my estate, and to assign and convey any or all of my estate (consisting of any property, real, personal or mixed, of whatsoever kind and wheresoever located and whensoever acquired) into such trust or trusts and on such terms as my attorneys in fact shall deem proper and in my best interests; provided that any such trust shall be revocable and shall include a provision that it is revocable by an instrument in writing signed by me personally and not in any event by any personal representative (e.g., a guardian of my person and/or of my estate) acting on my behalf; provided further that any such trust shall also provide that if I am unable to personally revoke it, then it shall be revocable by my attorneys in fact solely in my favor and in favor of my estate. Any authority granted to my attorneys in fact under this item shall be limited so as to prevent this Durable Power of Attorney (i) from causing my attorneys in fact or any of them to be taxed on my income, (ii) from causing my attorneys in fact or any of them to have, hold, or possess a general power of appointment (as that term is defined in §2041 of the Code, as amended) with respect to any or all of my estate, and (iii) from causing my attorneys in fact or any of them to have any incidents of ownership (within the meaning of §2042 of the Code, as amended) with regard to any life insurance policies on the lives of any of my attorneys in fact.

Other Trusts: My agent shall have the power and authority to create any other trust or trusts for my benefit, naming my agent as trustee or, if my agent so chooses, naming a bank or trust company with assets under management of \$100 million or more as trustee, which trust may also benefit my spouse and descendants, and to transfer all or any part of my property or estate to the trust so created or to any existing trust of which I am a settlor, a beneficiary, or both, even though my agent may be the trustee.

Creation of Business Entities: I give my agents/attorneys in fact the authority to create such entities as my agent(s) deem to be in my best interests, including, but not limited to, Limited Partnerships, Limited Liability Companies, Corporations, etc., and to assign and convey any or all of my estate into such entities as my agents/attorneys in fact deem proper and in my best interests. Any authority granted to my attorneys in fact under this item shall be limited so as to prevent this Durable Power of Attorney (i) from causing my attorneys in fact or any of them to be taxed on my income, (ii) from causing my attorneys in fact or any of them to have, hold, or possess a general power of appointment (as that term is defined in §2041 of the Code, as amended) with respect to any or all of my estate, and (iii) from causing my attorneys in fact or any of them to have any incidents of ownership (within the meaning of §2042 of the Code, as amended) with regard to any life insurance policies on the lives of any of my attorneys in fact.

Safe Deposit Box: I give my agents/attorneys in fact the authority to initiate or terminate a Safe Deposit Box Rental Contract or for space in a vault on my behalf. My agents/attorneys in fact shall also have the specific authority to enter such safe deposit box or vault, and withdraw from, or add to, the contents.

Automobile Title: I give to my agent/attorney in fact the authority and power to apply for a Certificate of Title upon, and endorse and transfer title to, any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

Substitution: I also give and grant unto my attorneys in fact full power to substitute one or more attorney in fact or attorneys in fact under my attorneys in fact, in or concerning any one or more of the powers herein, and such substitution at the pleasure of my attorneys in fact to revoke, hereby ratifying and confirming whatsoever my attorneys in fact or the substitute or substitutes of my attorneys in fact shall and may do by virtue hereof in the premises. I agree and represent to those dealing with my attorneys in fact (or the substitute or substitutes of my attorneys in fact) that this Durable Power of Attorney may be voluntarily revoked alone by revocation entered of record in the office of the County Clerk of any County in which the Principal owns a real property interest or rights.

Tax Matters: To prepare, sign, execute and file reports, returns, extensions, declarations, forms and statements for any and all tax purposes including income, gift, real estate, personal property, intangibles tax, single business tax, or any other kind of tax whatsoever, to pay such taxes and any interest or penalty thereon or additions thereto; to make and file objections, protests, claims for abatement, refund or credit in relation to any such tax proposed, levied or paid; to signify, as may

be required by Section 2513 of the United States Internal Revenue Code of 1986; as amended, or any corresponding section of any future United States law; to represent me and to institute and prosecute proceedings in court or before any administrative authority to contest any such tax in whole or in part or for the recovery of any amount paid in respect of any such tax, or to defend or settle any amount paid in respect of any such tax, to give full and final receipt for any refund or credit and to endorse and collect any check or other voucher therefor; to pay any and all such taxes and any interest, penalty, or other additional amounts, to employ attorneys, accountants, or other representatives and grant powers of attorney or letters of appointment thereof for any of the purposes aforesaid; further, in particular regard to the Internal Revenue Service of the United States of America, I give and grant to my attorney-in-fact, full, complete, and unrestricted authority to represent me before any office of the Internal Revenue Service, in regard to all types of taxes with which said Internal Revenue Service deals, including but not limited to the personal income tax, any other employment taxes, estate taxes, fiduciary income taxes, personal property, real property, and any other taxes now or hereafter administered by said Internal Revenue Service; further including but not limited to federal tax forms 706, 1040, 1041, and 2848, and all variations or replacements of each, and all schedules associated with each; all of the foregoing authority to represent me before the Internal Revenue Service is given and granted by me for each tax year or period beginning, and/or covering, and/or ending in any year from and including A. D. 1979 to and including A. D. 2090; and, I give and grant to my attorney-in-fact full, complete, and unrestricted authority to represent me in all like and/or similar and/or related matters before any other agency of the federal government, and before any state agency (of any state), and before any agency of any other governmental unit, whether the matter concerns a federal, state, county, municipal, or other tax or levy, of whatsoever nature, during the said years; my attorney-in-fact is authorized to receive confidential information and to perform any and all acts that I can perform with respect to the foregoing specified tax matters; originals of all notices and all other written communications in proceedings involving the foregoing tax matters are to be sent to my attorney-in-fact, and a duplicate copy of all notices and other written communications is to be sent to me; I grant (as above stated) to my attorney-in-fact the power to receive, endorse, and cash, for me, any and all refund or other checks for the specified tax matters; and I (as above stated) further give and grant to my attorney-in-fact full power to appoint a substitute (or substitute) attorney(s)-in-fact and/or to delegate such authority as he or she deems fit, to whomsoever he or she deems fit, on such terms as he or she deems fit to delegate in regard to said tax matters.

UNLESS YOU DIRECT OTHERWISE ABOVE OR BELOW, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

CHOOSE ONE OF THE FOLLOWING ALTERNATIVES BY CROSSING OUT THE ALTERNATIVE NOT CHOSEN:

(A) This power of attorney is not affected by my subsequent disability or incapacity.

gfw (B) ~~This power of attorney becomes effective only upon my subsequent disability or incapacity.~~

YOU SHOULD CHOOSE ALTERNATIVE (A) IF THIS POWER OF ATTORNEY IS TO BECOME EFFECTIVE IMMEDIATELY ON THE DATE IT IS EXECUTED.

IF NEITHER (A) NOR (B) IS CROSSED OUT, IT WILL BE ASSUMED THAT YOU CHOSE ALTERNATIVE (A).

If Alternative (B) is chosen and a definition of my disability or incapacity is not contained in this power of attorney, I shall be considered disabled or incapacitated for purposes of this power of attorney if a physician certifies in writing at a date later than the date this power of attorney is executed that, based on the physician's medical examination of me, I am mentally incapable of managing my financial affairs. I authorize the physician who examines me for this purpose to disclose my physical or mental condition to another person for purposes of this power of attorney. A third party who accepts this power of attorney is fully protected from any action taken under this power of attorney that is based on the determination made by a physician of my disability or incapacity.

Third Party Reliance: I agree that any third party who receives a copy of this document may act under the revocation of the durable power of attorney, and I agree to indemnify the third party who receives a copy of this document, and I agree to indemnify the third party for any claims or suits against the third party because of reliance on this power of attorney.

Self Dealing: Any of my attorneys in fact, so long as he exercises good faith while acting as one of my attorneys in fact, shall have the power to make contracts and have dealings with himself individually or with any person or entity regardless of any relationship of the person or entity to any of my attorneys in fact. Any of my attorneys in fact, or any entity owned (directly or indirectly, wholly or partially) or controlled by any of them, may individually or jointly engage in or own an interest in other business ventures of every nature and description and in any vicinity whatsoever and I shall not have any rights in and to any such interest and to any profits therefrom. Any such independent activity may be undertaken by any of my attorneys in fact with or without notice to or participation by me.

Indemnify Attorney: I hereby ratify and confirm all that my attorneys in fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers granted herein. I hereby bind myself to indemnify my attorneys in fact who shall so act against any and all claims, demands, losses, damages, actions and causes of action, including expenses, costs and reasonable attorney's fees which my attorneys in fact at any time may sustain or incur in connection with the carrying out of the authority granted to my attorneys in fact in this power of attorney.

Construe as "Statutory Durable Power of Attorney": Although this instrument contains modifications of the statutory durable power of attorney form found in Tex. Prob. Code Ann. § 490, I intend for it to be a "statutory durable power of attorney" as provided in that section and to be construed as such.

Successor Agents: If any agent named by me dies, becomes legally disabled, resigns, or refuses to act, I name the following (each to act alone and successively, in the order named) as successor(s) to that agent:

1. MARK ORRIS PATTON, 1833 Joyce Street, Arlington, Texas 76010
2. DEBORAH LYNN RAYFIELD, 3232 Stout Road, Midlothian, Texas 76062

Effect of Duplicate Originals: If this instrument has been executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.


Signed on September 27, 2006.

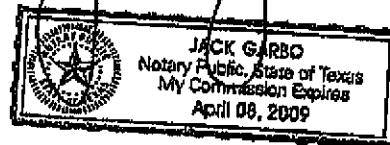

JACK WALLER, JR.

STATE OF TEXAS

COUNTY OF TARRANT

This document was acknowledged before me on September 27, 2006, by JACK WALLER, JR.


Notary Public, State of Texas



THE ATTORNEY IN FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF ANY AGENT.

RETURN THIS DOCUMENT TO:

GARBO LAW OFFICES, P.C.
1521 N. Cooper Street, Suite 110
Arlington, Texas 76011

Date

Gregory F. Bardin, Trustee
Of the Testamentary Trust created under the will of
Frankie L. Bardin, Deceased, for the benefit of
Tanner Joseph Bardin

Date

Carol Ann Hester

Date

Douglas B. Crosswell

10-16-2008
Date

Jana Waller Patton, agent and attorney-in-fact
Jack Waller Jr., by his agent and attorney-in-fact, Jack Waller Jr.
Jana Waller Patton

10-16-2008
Date

Jana Patton, Trustee
Jana Patton, Trustee
Of the Testamentary Trust created under the will of
Frankie L. Bardin, Deceased, for the benefit of
Matthew Patton

Date

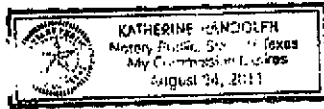
Ruby Linda Jehs, Trustee
Of the Testamentary Trust created under the will of
Frankie L. Bardin, Deceased, for the benefit of
Jimmy Jay Waller

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF Tarrant)(

This instrument was acknowledged before me on the 10th day of October, 2008, by
Jana Waller Patton.



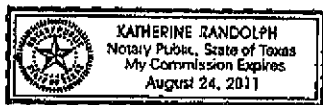
Signature of Notary Katherine Randolph
Notary Public, State of: TEXAS
Notary's Name (printed): Katherine Randolph
Notary's Commission Expires: 8/24/11

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF TARRANT)(

This instrument was acknowledged before me on the 10th day of October, 2008, by
Jana Patton, as Trustee of the Testamentary Trust created under the will of Frankie L. Bardin,
Deceased, of Tarrant County, Texas, for the benefit of Matthew Patton, on behalf of said trust.



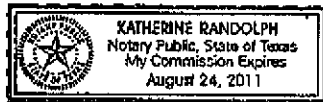
Signature of Notary Katherine Randolph
Notary Public, State of: TEXAS
Notary's Name (printed): Katherine Randolph
Notary's Commission Expires: 8/24/11

ACKNOWLEDGMENT

STATE OF TEXAS)(

COUNTY OF TEXAS)(

This instrument was acknowledged before me on the 10th day of October, 2008, by
Jana Waller Patton, as agent and attorney-in-fact for Jack Waller, Jr.



Signature of Notary Katherine Randolph
Notary Public, State of: TEXAS
Notary's Name (printed): Katherine Randolph
Notary's Commission Expires: 8/24/11